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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LARISSA MARANTZ and MORGHAN
GILL, individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

LAGUNA COLLEGE OF ART AND
DESIGN, a California Non-Profit Corporation,

Defendant.

Case No. 30-2021-01194814-CU-OE-CXC


**[REVISED PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 22, 2022
Time: 9:00 a.m.
Dept. CX104

Action Filed: April 9, 2021
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 26 2022

DAVID H. YAMASAKI, Clerk of the Court
BY:  DEPUTY

1 This matter is before the Honorable William D. Claster of the Superior Court of the State of
2 California, in and for the County Orange, on August 26, 2022, for the hearing on motion by Plaintiffs
3 Larissa Marantz and Morghan Gill ("Plaintiffs") for preliminary approval of the class settlement with
4 Defendant Laguna College of Art and Design ("Defendant"). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action Settlement Agreement ("Agreement")
9 attached as Exhibit 1 to this Proposed Order Granting Preliminary Approval of Class Action Settlement.
10 This is based on the Court's determination that the Settlement set forth in the Agreement is within the
11 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
12 Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all terms
14 defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount to be paid by Defendant is Eight Hundred Twenty-Five
16 Thousand Dollars (\$825,000) (the "Gross Settlement Amount") to fund the settlement of the Action. It
17 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and
18 reasonable as to all potential Class Members when balanced against the risks to Plaintiffs and Defendant
19 relating to certification, liability and damages issues. It further appears that investigation and research
20 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
21 positions. It further appears to the Court that settlement at this time will avoid substantial additional costs
22 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
23 the Action. It further appears that the Settlement has been reached as the result of serious and non-
24 collusive, arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
25 adequate, and reasonable when balanced against the probable outcome of further litigation and the
26 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross
2 Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and proposed Class
3 Representative Service Award to the Plaintiffs in an amount not to exceed \$7,500. The Court will not
4 approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
5 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including
6 lodestar, prior to final approval.

7 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
8 classes for settlement purposes only. This stipulation will not be deemed admissible in this or any other
9 proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally
10 certifies the following Classes: "all individuals who are currently and formerly employed by Defendant
11 as adjunct faculty in California at any time during the Adjunct Class Period" ("Adjunct Class"); and "all
12 current and former employees of Defendant in California other than Adjunct Class Members who worked
13 remotely for Defendant at any time during the Reimbursement Class Period" ("Reimbursement Class").
14 The Adjunct Class Period is April 9, 2017 to February 23, 2022. The Reimbursement Class Period is
15 March 23, 2020 to February 23, 2022. There are approximately 295 individuals in the Adjunct Class and
16 191 individuals in the Reimbursement Class.

17 6. The Court concludes that, for settlement purposes only, the Classes meet the requirements
18 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Classes are
19 ascertainable and so numerous that joinder of all members of the Classes is impracticable; (b) common
20 questions of law and fact predominate, and there is a well-defined community of interest amongst the
21 members of the Classes with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs
22 are typical of the claims of the members of the Classes; (d) the Plaintiffs can fairly and adequately protect
23 the interests of the members of the Classes; (e) a class action is superior to other available methods for the
24 efficient resolution of this controversy; and (f) counsel for the Classes is qualified to act as counsel for the
25 Classes and the Plaintiffs are adequate representatives of the Classes.

1 7. The Court provisionally appoints Plaintiffs as the representatives of the Classes. The Court
2 provisionally appoints Julian Hammond, Polina Brandler, and Ari Cherniak of Hammond Law, P.C. as
3 Class Counsel for the Classes.

4 8. The Court hereby approves, as to form and content, the Notice of Proposed Class Action
5 Settlement and Hearing Date for Final Court Approval ("Class Notice") attached to the Agreement as
6 Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Classes of all
7 material elements of the proposed Settlement, of the Class Members' right to be excluded from the Classes
8 by submitting a written opt-out request, and of each member's right and opportunity to object to the
9 Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner
10 and form set forth in the Agreement and this Order meets the requirements of due process, is the best
11 notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons
12 entitled thereto. The Court orders the mailing of the Class Notice Packets by first class mail, pursuant to
13 the terms set forth in the Agreement.

14 9. The Court hereby appoints CPT, Inc. as Settlement Administrator. No later than twenty-
15 one (21) business days after preliminary approval of the Settlement by the Court, Defendant shall provide
16 to the Settlement Administrator an electronic spreadsheet with the Class Data List. The Settlement
17 Administrator will perform address updates and verifications as necessary prior to the mailing of the Class
18 Notice. Using best efforts to mail it as soon as possible, and in no event later than thirty (30) calendar
19 days after preliminary approval of the Settlement by the Court, the Settlement Administrator will mail the
20 Class Notice to all Class Members via first-class U.S. Mail. Subject to Court approval, the Settlement
21 Administrator will receive payment out of the Gross Settlement Amount for its reasonable fees and
22 expenses in an amount not to exceed \$15,000 ("Settlement Administration Costs").

23 10. The Court hereby preliminarily approves the proposed procedure for exclusion from the
24 Settlement. Any Class Member may individually choose to opt out of and be excluded from the Classes
25 as provided in the Class Notice by following the instructions for requesting exclusion from the Classes
26 that are set forth in the Class Notice. All requests for exclusion must be postmarked by no later than sixty
27 (60) calendar days after the date of the mailing of the Class Notice and received by the Settlement
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1 Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an
2 additional fifteen (15) calendar days. Any such person who chooses to opt out of and be excluded from
3 the Classes will not be entitled to any recovery under the Settlement and will not be bound by the
4 Settlement or have any right to object, appeal or comment thereon (except that such person shall still
5 receive their portion of PAGA penalties if they are an Aggrieved Employee and will be bound by the
6 release of claims under PAGA). Class Members who have not requested exclusion shall be bound by all
7 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out
8 that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals
9 is not permitted and will be deemed invalid.

10 11. Any Class Member who has not opted out may object or express the Member's views
11 regarding the Settlement, may appear at the final approval hearing, and may present evidence and file
12 briefs or other papers that may be proper and relevant to the issues to be heard and determined by the
13 Court as provided in the Notice. Class Members will have sixty (60) calendar days from the date of the
14 mailing of the Class Notices to submit their written objections to the Settlement Administrator in
15 accordance with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response
16 date for written objections will be extended an additional fifteen (15) calendar days. Alternatively, Class
17 Members may appear at the Final Approval Hearing to make an oral objection.

18 12. A Final Approval Hearing shall be held before this Court on March 24, 2023 at 9:00 a.m.
19 in Department CX-104 of the Orange County Superior Court to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
21 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved
22 by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan
23 of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class
24 Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the
25 Settlement Administrator. Both the motion for final approval and the motion for attorneys' fees, costs
26 and service award shall be heard at the Final Approval Hearing and the papers in support of the motions
27 are to be filed with the Court and served on all counsel no later than sixteen (16) court days before the
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1 hearing. At final approval, Class Counsel is to submit contemporaneously made billing records for
2 attorney's fees and costs. The Court will not be inclined to award an amount of fees and costs greater than
3 the amount stated in the notice. At final approval, the administrator is to submit billing records for
4 administrative costs. The Court will not be inclined to award administrative costs in an amount greater
5 than the amount stated in the notice. At final approval, Plaintiffs are to provide declarations addressing
6 the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251
7 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, including the amount of time and
8 effort spent on the litigation. At final approval, the administrator is to provide a high, low, and average
9 for individual settlement payments, along with plaintiff's individual payout. Plaintiff Larissa Marantz
10 shall serve this Order on the LWDA.

11 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
12 be construed as a concession or admission by Defendant in any way that the claims asserted have any
13 merit or that this Action was properly brought as a class or representative action, and shall not be used as
14 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
15 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of
16 any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
17 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any
18 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
19 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
20 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
21 wrongdoing, omission, concession or damage.

22 14. In the event the Settlement does not become effective in accordance with the terms of the
23 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
24 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
25 shall revert to their respective positions as of before entering into the Agreement, and expressly reserve
26 their respective rights regarding the prosecution and defense of this Action, including all available
27 defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a
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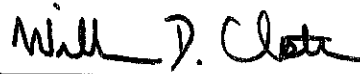
1 class action and/or managed as a representative action. In such an event, the Court's orders regarding the
2 Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in
3 this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement
4 if it is not approved.

5 15. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members, and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

8 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further
9 orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

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12 Dated: 9-26-22

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14 HON. WILLIAM D. CLASTER
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
16 Judge William D. Claster
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